

Chariton

IUOE #234 (Mixed)

7/1/2005 6/30/2007

AGREEMENT

BETWEEN

CITY OF CHARITON

AND

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 234

JULY 1, 2005

to

JUNE 30, 2007

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Chariton, Iowa, hereinafter referred to as "Employer" or "City", and the International Union of Operating Engineers, Local 234, of Des Moines, Iowa, hereinafter referred to as "Union".

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6622, dated July 1, 2003, to-wit:

INCLUDED: All streets and parks employees, waste water treatment plant employees and cemetery employees.

EXCLUDED: Streets and Parks Superintendent, Superintendent of Sewage Plant and Collection, secretarial and administrative employees, and all others excluded by Iowa Code, Section 20.4.

Section 2. The parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement shall be recognized thereafter as included or excluded within the bargaining unit, as the case may be, pursuant to the Board's certification.

ARTICLE 2 - WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

ARTICLE 3 - DUES CHECK OFF

Section 1. The Employer will make monthly deductions from the second paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues in the amounts certified in such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money

together with a statement listing the amount of money withheld from each employee, to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and shall automatically be cancelled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim of an employee or against any liability found against the Employer arising out of the operation of this Article. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

ARTICLE 4 - SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the six-month probationary period.

Section 2. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding eighteen (18) months; is absent from work for three (3) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactorily to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

Section 4. If there is a position vacancy in any bargaining unit position, and if the Employer makes a decision to fill that position, the Employer shall post a notice of such position vacancy on the bulletin board used by the Employer for seven (7) calendar days during which time a present employee, may apply for such vacancy and will be given primary consideration provided that the employee meets the position qualifications established by the Employer. When more than one present employee applying for the vacancy is qualified, seniority shall govern.

ARTICLE 5 - PROCEDURE FOR STAFF REDUCTION

Section 1. In the event that the Employer determines that an employee is to be laid off, the Employer agrees to notify

the Union as far in advance as possible so that the parties may discuss alternatives.

Section 2. In the event the Employer determines that an employee must be laid off within a department, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among affected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the department from which the employee has been or is to be laid off, is to be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 3. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off, except where the staff reduction is caused by events beyond the control of the Employer.

Section 4. Within a department, an employee will be returned to work in the reverse order in which that employee was laid off. No new employee will be hired for a job in that department until an employee laid off from that department has failed to comply with a notice of recall, unless the period of layoff exceeds eighteen (18) months.

Section 5. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's latest advised address.

Section 6. An employee shall report to work within seven (7) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of

recall, in which case the employee shall report on said later effective date.

ARTICLE 6 - JOB CLASSIFICATION & ASSIGNMENT

Section 1. If an employee is requested to work in a higher rated job classification for a period exceeding twenty (20) consecutive days within the contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21st) day that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

ARTICLE 7 - HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal work day, work week and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

Section 2. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change in work schedules.

Section 3. The normal work week for full-time employees consists of forty (40) hours during a defined period. The normal work schedule will normally be Monday through Friday between 6:00 a.m. and 5:00 p.m. daily, with an unpaid lunch period of one-half hour.

Section 4. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the work day and a fifteen (15) minute break during the second half of the work day, except in the case of an emergency.

Section 5. If at any time it is determined that an above stated normal work schedule requires the paying of overtime under the Fair Labor Standards Act, the Employer shall have the right immediately to rearrange the normal work schedule so as to avoid the necessity of paying overtime solely for working the normal work schedule, and the Employer shall notify the Union immediately.

ARTICLE 8 - OVERTIME

A. Overtime

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week. An employee shall be required to work such overtime as the employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, sick leave and compensatory time hours used will not be counted as hours worked in determining whether the employee is entitled to overtime. All other hours in paid status will be counted as hours worked in determining overtime pay.

Section 5. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay, as set out in Appendix A.

B. Call-Back Time

Section 1. An employee who is called back to work by the Employer shall receive a minimum of two (2) hours pay at the employee's applicable rate of pay. The minimum does not apply when an employee is called back to work within one (1) hour of the employee's regular starting time, or is required to stay over beyond the employee's regular quitting time.

C. Compensatory Time

Section 1. An employee may choose compensatory time off in lieu of payment for overtime under the following conditions.

Section 2. An employee desiring compensatory time off rather than payment shall so notify the Employer prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

Section 3. The Employer shall keep a record of the compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Section 4. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with the appropriate overtime hours for such time.

Section 5. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer.

Section 6. An employee may accrue a maximum of forty (40) hours of compensatory time off. It is the policy of the Employer to require that compensatory time off be used as soon as is reasonably possible after it has accrued.

ARTICLE 9 - HOLIDAYS

Section 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, one floating Christmas holiday and two personal holidays.

Section 2.

a. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday.

b. The floating holidays shall be scheduled by the employee with the approval of the Department Head and must be taken within the contract year.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than the duration of the employee's probationary period and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, or who is discharged, or who is under suspension is not eligible for holiday pay.

Section 4. If an employee is required to work on an observed holiday, the employee shall receive two (2) times the regular rate of pay for all hours worked on the holidays described above.

Section 5. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

Section 6. An employee shall endeavor to give at least twenty-four (24) hours notice before taking any floating or personal holidays.

ARTICLE 10 - VACATIONS

Section 1. The vacation year shall be from January 1 to December 31. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed.

a. A full-time employee who has worked less than twelve (12) months prior to January 1 of the year under consideration shall be entitled to a paid vacation equal to the number of days accumulated.

b. A full-time employee who has worked at least twelve (12) months but less than six (6) years prior to January 1 of the year under consideration shall be entitled to a paid vacation of two (2) weeks during the following year.

c. A full-time employee who has worked at least six (6) years but less than twelve (12) years prior to January 1 of the year under consideration shall be entitled to a paid vacation of three (3) weeks during the following year.

d. A full-time employee who has worked at least twelve (12) years prior to January 1 of the year under consideration shall be entitled to a paid vacation of four (4) weeks during the following year.

e. Any employee who has worked more than thirty-one (31) days in the calendar year in which the employee started shall be considered as having worked a full year toward the six-year and twelve-year requirements for the purpose of earning vacation.

Section 2.

a. Employees are required to file a request for vacation leave with their department head no less than thirty (30) days prior to the time the vacation is desired. Time off for vacation shall be taken in five (5) working day increments. Under unusual circumstances and if such use is consistent with the needs of the City, a shorter vacation period may be granted by the department

head and City Manager. The time of each vacation shall be determined by the needs of the City and as approved by the department head. Seniority may be used as a basis for scheduling of vacation time for employees, in particular, the assignment of the first two (2) weeks of vacation. The Employer may allow two employees off during the same vacation period, provided the City's operational needs are met.

b. An employee who is required to work during his or her vacation shall be reimbursed for the vacation.

Section 3. Vacation credits earned in one twelve-month period of time shall be fully used during the succeeding twelve (12) months. Carryover will only be approved in unusual circumstances by the City Manager, but in no event may more than five (5) vacation days be carried over from one anniversary date to the next. Except in instances specifically approved by the City Manager, the chaining of the use of vacation credits with previously earned vacation credits shall not be permitted. In effect, an employee cannot run together two consecutive years of vacation credits without prior approval of the City Manager.

Section 4. Upon termination of employment for whatever reason, an employee, or the employee's estate, shall receive a lump sum payment for any vacation earned and not previously taken at the employee's last regular rate of pay.

Section 5. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods is reserved to the Employer.

A Department may establish a seniority system to give senior employees preference in the selection of vacation.

Section 6. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

ARTICLE 11 - LEAVES OF ABSENCE

A. Sick Leave

Section 1.

a. Sick leave may be used for personal illness and injury including medical or dental appointments during work hours, and may be used for serious illness of a minor child of the employee or of a member of the employee's immediate household, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by Worker's Compensation.

b. An employee may use up to twenty-four (24) hours of the employee's available sick leave per contract year, to be used for the care of a minor child or member of the employee's immediate household for medical and dental appointments or for instances which are not a serious illness, such as common cold or flu or other injuries or illness not requiring medical attention. The use of this sick leave will not count against the forty-eight (48) hour cumulative or (3) occurrences triggering a doctor's excuse. In the event that a serious health condition is determined, the leave taken leading up to the diagnosis shall not count against the twenty-four hours per contract year set forth herein.

Section 2.

a. A regular full-time employee shall accumulate eight (8) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours.

b. Any unused sick leave over the maximum accumulation of nine hundred sixty (960) hours shall be paid to the employee on the last check of the contract year, for fifty percent (50%) of the sick leave hours in excess of the maximum accumulation, up to a maximum of forty-eight (48) hours. The remaining sick leave above the nine hundred sixty (960) hour maximum accumulation will be deleted as of July 1 of each year. Compensation shall be at the employee's regular hourly rate of pay as set out in the appendix.

Section 3. An employee who uses a cumulative total of forty-eight (48) or more hours of sick leave in three (3) or more occurrences during any contract year shall furnish the employee's Department Head with a doctor's certificate for each absence due to sickness or injury for the next year, which certificate is to be obtained by the employee at no cost to the Employer. A medical appointment to review a condition which resulted in an employee being charged with a sick leave occurrence shall not constitute an additional occurrence.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any

event, not later than one-half (1/2) hour prior to the starting time of the employee's workday, unless the employee is unable to notify the Employer because of an emergency.

Section 5. For an employee hired prior to July 1, 2004, upon retirement under circumstances where the employee would be eligible for social security or IPERS retirement benefits, the employee will be paid for any accumulated sick leave up to a maximum of nine hundred sixty (960) hours. There will be no sick leave payout for any retiring employee hired after July 1, 2004.

Section 6. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury for the Employer. If an employee elects in writing to use sick leave in any period for which an employee is receiving worker's compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Section 7. Sick leave shall be taken in increments of at least one (1) hour at a time. An employee on sick leave shall receive the regular employee's rate of pay as set out in the Appendix.

Section 8.

a. If sick leave is caused under circumstances creating a legal liability for damages against a third party, and if the employee or the employee's legal representative files a claim for any type of damages, or maintains an action for any type of damages, against a third party, the employee or employee's legal representative shall deliver a copy of the original notice or claim to the Employer within ten (10) days after the claim is made or the action is filed. The Employer will retain any subrogation rights that it may have as provided by law.

b. If the employee's claim for damages includes lost wages covered by sick leave, the Employer shall be indemnified out of the recovery of damages to the extent of sick leave benefits paid to the employee by the Employer, except that the employee's attorney fees and out-of-pocket expenses shall first be deducted from the recovery.

B. Funeral Leave.

Section 1. An employee will be granted three (3) days of paid leave in order to attend the funeral of the employee's spouse, child, including step-child, parent or sibling.

Section 2. An employee will be granted two (2) days of paid leave in order to attend the funeral of the employee's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law.

Section 3. An employee will be granted one (1) day of paid leave to attend the funeral of an acquaintance or serve as a pallbearer. An employee may request one time per contract year.

Section 4. In order to be eligible for paid funeral leave benefits, the employee must attend the funeral. An employee who gives the City a false reason to obtain any leave of absence will be subject to discipline.

C. Jury Duty

Section 1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work; an employee who is selected for jury duty shall return to work if released from jury duty with one or more hours remaining in the employee's scheduled work day.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the Department Head.

D. Military Leave

Section 1. The Employer shall comply with the statute (§29A.28, The Code) granting leave of absence for military pay, as the same may be amended from time to time.

E. Medical Leave Act

Employees of the City are entitled to a family medical leave to the same extent and subject to the same terms and conditions as

set forth in the Family and Medical Leave Act of 1993, as amended, and regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract.

F. Personal Leave

Section 1. A general leave of absence without pay is a predetermined amount of time off from work, for whatever purpose, which has been requested by an employee who has completed the probationary period and which has been approved by the Employer in writing. The employee will be given a copy of the authorization. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left.

Section 2. An illness or rehabilitation leave of absence without pay is an undetermined amount of time off from work without pay if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensatory time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of written extension granted by the Employer based on medical grounds, the employee shall be considered to have voluntarily resigned. This leave of absence without pay status may extend only for a period of not to exceed four (4) calendar months, except that any state or federal statute

or regulation requiring greater time off without pay than is provided in this Section shall be followed.

An employee who is unable to return to work within the four (4) month period shall be considered to have voluntarily resigned at the end of that period. Thereafter such an employee may submit an application to the city for employment in any position the employee is qualified to fill, provided that such application shall include a physician's certification that the employee is physically able to perform the duties of the position applied for. Such an employee will have preference in being hired over any new hire for such position if qualified and physically able to perform.

Section 3. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee becomes gainfully employed while on leave of absence, the employee shall be considered to have voluntarily resigned.

Section 4. During a leave of absence without pay, the employee:

- a. must pay group hospital premiums falling due during any month the employee is not on the payroll, unless the Employer is required to pay such premium under the Family Medical Leave Act;

- b. must pay premiums for coverage under any group life insurance plan;

- c. shall not receive any other job benefits or allowances;

- d. shall not acquire additional seniority;
- e. shall not earn holiday leave, vacation leave, sick leave or any other leave.

The Employer may make an exception in writing to any of the above conditions (a-e) for leaves not exceeding thirty (30) days.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled in the following manner:

Step I. An employee who has a grievance shall notify orally the employee's Department Head within seven (7) calendar days after the occurrence of the event giving rise to the grievance. The Department Head shall investigate the grievance and shall issue a decision in writing within a period of seven (7) calendar days. The failure of the Department Head to issue a written decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the aggrieved employee may present the grievance in writing to the City Manager within seven (7) calendar days after the answer of the Department Head was given or was due, whichever is later. The grievance shall be signed by the employee and shall state the facts of the alleged violation and the provisions of the Agreement

that are in dispute, together with a statement from the employee specifying what relief or remedy is desired. The City Manager shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the City Manager to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the Union may appeal to arbitration. The Union shall within seven (7) calendar days from the date that the City Manager's answer was given or was due, whichever is later, request arbitration by written notice submitted to the City Manager, and signed by the Union. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the Union may request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators all of whom shall reside in the State of Iowa. Upon receipt of the list, the moving party shall strike a name from the list first, and thereafter each party shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as arbitrator.

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, at any Step of the

proceedings and must be represented by the Union in Step III. The Union may also process the grievance on its own.

Section 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 6. Time limits referred to above may be waived or extended at any time by mutual agreement between the Employer and the aggrieved employee and the Union, in writing.

Section 7. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any

decision rendered shall not be retroactive, beyond the date on which the alleged grievance occurred.

Section 8. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is agreed upon by the parties, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 13 - INSURANCE

A. Hospital and Medical Insurance

Section 1. The Employer shall maintain for each employee a hospital and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable. The employee will contribute 15% of the monthly premium cost per month and shall pay any deductible cost or co-insurance cost as set out in the policy.

Section 2.

a. An employee may elect to cover the employee's family under the health and accident insurance policy. The employee will contribute fifteen percent (15%) of the monthly premium cost per month toward the cost of said dependent coverage, and the employee shall pay any deductible cost or coinsurance cost as set out in

the policy. Dependent coverage is the difference between the single premium and the family premium. The employer shall pay the remaining premium cost.

Section 3. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

B. Life Insurance

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00) at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

ARTICLE 14 - HEALTH AND SAFETY

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use, except as set out in Sections 4 and 5.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. Upon proof of purchase, the Employer shall reimburse each employee required to wear steel-toed footwear up to a maximum of \$50.00 per contract year, with a maximum accumulation of \$100.00. The Employer shall reimburse each employee required to wear steel-toed footwear or leather work boots up to a maximum of \$50.00 per contract year.

Section 5. The City will pay one hundred percent (100%) toward the cost of eleven (11) sets of uniforms for all employees.

ARTICLE 15 - WAGES/SUPPLEMENTAL PAY

Section 1. The regular rate of pay for each employee is set out in Appendix A which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. Longevity. Employees will be paid longevity pay in the amount of \$15.00 per month for each five (5) years of continuous employment with the City. The longevity pay will start on the first pay period following the anniversary date of the employee.

ARTICLE 16 - GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular

number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 17 - EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2005, and shall continue through June 30, 2007.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is

desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2007, notice must be given prior to September 15, 2006, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2005.

CITY OF CHARITON

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 234

By: _____
Mayor

By: _____
Business Representative

ATTEST: _____
City Clerk

By: _____

By: _____

APPENDIX A
WAGE SCHEDULE

<u>Classification</u>	Start	6 Months	Step 1	Step 2	Step 3	Step 4	Step 5
Maint. Mech. 1	\$10.67	\$10.99	\$11.32	\$11.65	\$12.01	\$12.58	\$12.96
Maint. Mech. 2	\$12.63	\$13.00	\$13.40	\$13.80	\$14.22	\$14.68	\$15.12
Hvy. Eq. Op. 1	\$11.55	\$11.89	\$12.37	\$12.74	\$12.99	\$13.37	\$13.78
Hvy. Eq. Op. 2	\$12.63	\$13.01	\$13.52	\$13.92	\$14.34	\$14.99	\$15.44
Cemetery	\$13.23	\$14.42	\$14.87	\$15.32	\$15.77	\$16.25	\$16.74
Maint. Super.	\$13.23	\$14.42	\$14.87	\$15.72	\$16.20	\$16.70	\$17.22

NAME	Wages Effective 7-1-05	Wages Effective 7-1-06
Tim Bebee	\$12.58	\$12.96
Leroy Ruff	\$14.68	\$15.12
Sandy McSparen	\$14.87	\$15.32
Chris Hamilton	\$12.37	\$12.74
Fred Lane	\$14.99	\$15.44
Dennis Orwig	\$14.99	\$15.44
Kevin Tanner	\$ 7.22	\$ 7.33
Dave VanRysWyk	\$13.52	\$13.92
Shawn Werts	\$12.99	\$13.37

<u>NAME</u>	Wages Effective 7-1-05	Wages Effective 7-1-06
Tim Bebee	\$12.58	\$12.96
Leroy Ruff	\$14.68	\$15.12
Sandy McSparen	\$14.87	\$15.32
Chris Hamilton	\$12.37	\$12.74
Fred Lane	\$14.99	\$15.44
Dennis Orwig	\$14.99	\$15.44
Kevin Tanner	\$17.22	\$17.33 17.73
Dave VanRysWyk	\$13.52	\$13.92
Shawn Werts	\$12.99	\$13.37